under a secret unpatented process. The chocolate was sold only under an extensive system of contracts with wholesale and retail dealers whereby the latter bound themselves to maintain the prices set by the plaintiff. The plaintiff sued a retail dealer for violation of a contract made for the benefit of the plaintiff. *Held*, that the system of contracts is not in restraint of trade. *Ghirardelli Co.* v. *Hunsicker*, 128 Pac. 1041 (Cal.). See NOTES, p. 640.

TORTS — NATURE OF TORT LIABILITY IN GENERAL — LIABILITY FOR BREACH OF CHILD-LABOR STATUTE. — A statute forbade the employment in mines of children under fourteen, but provided no criminal or civil liability. The defendant employed a thirteen-year-old child, who represented himself to be over fourteen. The child was injured, partly from his own negligence, while so employed. *Held*, that the defendant is liable. *De Soto Coal, Mining, and Development Co.* v. *Hill*, 60 So. 583 (Ala.). See NOTES, p. 646.

TROVER AND CONVERSION — WHAT CONSTITUTES CONVERSION — REPLEDGING BY ORDER OF FRAUDULENT PLEDGOR. — A bailee of certain bonds, who had been given possession by the plaintiff solely for safe-keeping, fraudulently pledged them with the defendant brokers, who had no knowledge of the plaintiff's rights. Later by order of the fraudulent bailee the defendants delivered the bonds to a second brokerage concern to hold in pledge, receiving from them the amount of their own account. *Held*, that the defendant has converted the bonds. *Varney* v. *Curtis*, 100 N. E. 650 (Mass.).

In general, conversion requires an assertion of dominion over a chattel or an intermeddling with it in a manner inconsistent with the rights of the true owner. *Fouldes* v. *Willoughby*, 8 M. & W. 540; *Simmons* v. *Lillystone*, 8 Exch. 431. So an innocent pledgee of goods from a wrongful pledgor is not a converter, for although he holds possession against his pledgor until his debt is paid, he does not necessarily assert dominion against the rightful owner. *Spackman* v. *Foster*, 11 Q. B. D. 99. Moreover, an innocent redelivery of the pledged article to the wrongful pledgor is not a conversion. *Leonard* v. *Tidd*, 44 Mass. 6. See *Steele* v. *Marsicano*, 102 Cal. 666, 669, 36 Pac. 920, 921. The courts reason that since the redelivery restores the *status quo* it has not resulted in any substantial interference with the plaintiff's interest in the property. Hence the principal case turns upon whether the added element of a delivery to a new pledgee makes the first pledgee a converter. True, this was done by the pledgor's orders, but it is well settled that acting for another is no defense in a trover suit. *Stephens* v. *Elwall*, 4 M. & S. 259. The act of repledging does not return the goods to their original position, and can hardly be performed without assuming the control of an owner over them. Some closely analogous cases have held that an innocent sale or delivery to a third party does not constitute a conversion. *Turner* v. *Hockey*, 56 L. J. Q. B. 301; *National Mercantile Bank* v. *Rymill*, 44 L. T. R. N. S. 767. But the weight of authority which is *contra* accords with the principal case. *Consolidated Co.* v. *Curtis*, [1892] 1 Q. B. 495; *Hudmon Bros.* v. *Du Bose*, 85 Ala. 446, 5 So. 162; *Hiort* v. *Bott*, L. R. 9 Exch. 86.

TRUSTS — CREATION AND VALIDITY — WHETHER CESTUI QUE TRUST CAN CLAIM AFTER HIS DISCLAIMER. — A testatrix left property to trustees in trust to pay the income to the plaintiff for life, then to the plaintiff's son for life; after his death the property was to fall into the residue of the estate. The plaintiff refused to take any interest under the will, whereupon the trustees paid the income to her son. At his death the plaintiff sought to have it paid to her. *Held*, that the income should be paid to the plaintiff during the remainder of her life. *In re Young*, [1913] 1 Ch. 272.

After renunciation of a direct gift, whether this be considered as preventing

title from vesting, or as divesting it, no title exists in the donee. *Matter of Estate of Stone*, 132 Ia. 136, 109 N. W. 455. See *Mallott* v. *Wilson*, [1903] 2 Ch. 494, 501. A later acceptance, therefore, should not be allowed to revive the gift. This result should likewise follow a disclaimer by a *cestui* of a gift in trust. *White* v. *White*, 107 Ala. 417, 18 So. 3. See *Libby* v. *Frost*, 98 Me. 288, 292, 56 Atl. 906, 907. Again, where a legal life estate is disclaimed, the next estates are accelerated. *Adams* v. *Gillespie*, 2 Jones Eq. (N. C.) 244; *Fox* v. *Rumery*, 68 Me. 121. Equitable interests are likewise accelerated unless contrary to the intention of the donor. *Randall* v. *Randall*, 85 Md. 430, 37 Atl. 209; *Hall* v. *Smith*, 61 N. H. 144. In the principal case, if the son's interest has vested, that of the plaintiff would seem the more clearly to be extinguished. The court's interpretation, that the plaintiff merely assigned her right to her son, seems strained, for the plaintiff's intention in disclaiming was apparently to reject the gift altogether. An interpretation to fit the intention of the party at the time of the act would perhaps have been justifiable. *Cf. Nicloson* v. *Wordsworth*, 2 Swanst. 365.

TRUSTS — CREATION AND VALIDITY — ORAL TRUST IN LAND ARISING FROM FAMILY SETTLEMENT. — In pursuance of a family settlement six children, of whom the plaintiff was one, conveyed land to the defendant, their mother, upon an oral agreement that she would hold it in trust for them. The defendant later repudiated the agreement. *Held*, that a trust will be impressed on one-sixth of the property in favor of the plaintiff. *Apgar* v. *Connell*, 48 N. Y. L. J. 2557 (N. Y., Sup. Ct.).

The grantee of land who orally promises to hold it in trust cannot be compelled to carry out the express trust because of the Statute of Frauds, but if he refuses to perform he should be forced, as a constructive trustee, to reconvey; otherwise he is unjustly enriched. See 20 HARV. L. REV. 549, 551. This is the law in England, and in the United States as to trusts for others than the grantor. *Davies* v. *Otty*, 35 Beav. 208; *McKinney* v. *Burns*, 31 Ga. 295. In the United States most courts have refused to compel a reconveyance where the oral agreement is to hold in trust for the grantor, arguing that it is a virtual enforcement of the express trust. *Henderson* v. *Murray*, 108 Minn. 76, 121 N. W. 214. See *Lovett* v. *Taylor*, 54 N. J. Eq. 311, 317, 34 Atl. 896, 898. But see *Peacock* v. *Nelson*, 50 Mo. 256, 261. An exception is made, however, where the failure to perform is also a breach of a fiduciary relation between the grantor and the grantee. *Wood* v. *Rabe*, 96 N. Y. 414. In the principal case this exception has been extended to relations not strictly fiduciary. *Goldsmith* v. *Goldsmith*, 145 N. Y. 313, 39 N. E. 1067; *Gallagher* v. *Gallagher*, 135 N. Y. App. Div. 457, 120 N. Y. Supp. 18. Such an extension to a case which differs from the ordinary one only in the fact that the unjust enrichment is more obvious, makes clear the true ground for the exception. Its arbitrary extension may thus lead at length to a change in the rule.

WATERS AND WATERCOURSES — CONVEYANCES AND CONTRACTS — ASSIGNMENT OF RIPARIAN RIGHTS. — The plaintiffs, owners of river land, sold their entire frontage to the defendant power company, but reserved certain water power to be used upon interior lands. The river becoming low, the plaintiffs filed a bill in equity to enjoin the use by the defendants of any water necessary to supply the power so reserved. *Held*, that the injunction will be denied. *York Haven Water & Power Co.* v. *York Haven Paper Co.*, 201 Fed. 270.

A right to use the waters of a river may be given by deed by a riparian owner to an owner of non-riparian land. See *Ormerod* v. *Todmorden Joint Stock Mill Co.*, 11 Q. B. D. 155, 161. Conversely it would seem capable of reservation. That the non-riparian cannot get the full right of a riparian, however, is well settled in England, where the inland proprietor may not recover from a riparian